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1314 N. THIRD STREET
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August 8, 2008

The Honorable John D. Dingell, Chairman
Committee on Energy and Commerce
2328 Rayburn House Office Building
Washington DC 20515-2215

The Honorable Joe Barton, Ranking Member
Committee on Energy and Commerce
2109 Rayburn House Office Building
Washington DC 20515-4306

The Honorable Edward J. Markey, Chairman
Committee on Telecommunications and the
Internet
2108 Rayburn House Office Building
Washington DC 20515-2107

The Honorable Cliff Stearns, Ranking Member
Committee on Telecommunications and the
Internet
2370 Rayburn House Office Building
Washington DC 20515-0906

Dear Chairman Dingell, Ranking Member Barton, Chairman Markey, and Ranking Member Stearns:

Thank you for your letter dated August 1, 2008, inquiring about the data practices of network operators who tailor online advertising based on a consumer's Web browsing activity. Cable One, Inc. ("Cable One") is pleased to have the opportunity to participate in this important public debate.

Cable One is committed to safeguarding the privacy of our customers' information. We have not deployed on a commercial basis technology that tailors online advertising based on the Web browsing activities of our customers, and we recognize that such technology has consumer privacy implications.

Cable One also believes that it is important to promote innovation online, and particularly where such innovation can enhance our customers' experience. Tailored advertising offers such benefits by allowing consumers to view ads that they are more likely to find useful; helping advertisers reach audiences that are more likely to find their products relevant; and enabling service providers and website operators to subsidize the material and services they make available to consumers on the Internet.

Consistent with our commitment to privacy and our belief in innovation, we initiated a small-scale test late last year of technology that provided a discrete set of customers with tailored advertisements based on anonymized network traffic grouped into certain categories of subscriber interests. This small scale-test was deployed in a manner that was consistent with

the terms of our existing customer notices and Acceptable Use Policy, which our customers must expressly accept to activate their broadband Internet access service.

We ultimately decided to not deploy the technology commercially on our systems, and we would not have done so without taking additional steps to protect our customers' privacy, including confirming their interest in receiving tailored advertisements and by securing an additional opt-in consent from them.

We appreciate the opportunity to describe the limited nature of the test we conducted and the way in which we ensured that our customers' privacy was respected.

1. Has your company at any time tailored, or facilitated the tailoring of, Internet advertising based on consumers' Internet search, surfing, or other use?

Cable One does not generally tailor or facilitate the tailoring of Internet advertising based on consumers' Internet search, surfing or other online activities. Late last year, Cable One was approached by a third-party vendor about a new technology that replaces existing online advertisement with advertisements of greater relevance to users based on anonymized data collected about certain commercial categories of interest. This opportunity for Cable One customers to see more relevant advertising, and for this new technology to potentially help subsidize users' Internet access or other services and applications, prompted Cable One to conduct a small-scale test of the technology to assess its viability. At that time, Cable One insisted upon and received assurances that this technology relied on anonymous identifiers that could not be used to identify a specific Cable One customer. At the conclusion of the test, Cable One decided to not deploy the technology.

2. Please describe the nature and extent of any such practice and if such practice had any limitations with respect to health, financial, or other sensitive personal data, and how such limitations were developed and implemented.

No personally identifiable data was collected or used during the technology test. The technology worked by monitoring a subset of HTTP traffic to construct anonymous inferences about the customer's level of qualification for a predefined set of categories of interest. These categories were then used to replace the advertisements those customers viewed with advertisements that were deemed of likely greater relevance to them. None of the categories used to serve these advertisements concerned health, financial or other sensitive personal data; rather, the categories pertained to common universal matters such as automobiles, books, and sports. Moreover, even with regard to those more common universal categories, no information from password-protected sites (*e.g.*, HTTPs traffic), e-mail, instant messages, or VOIP traffic was collected or examined to serve advertisements during the test, and no raw data linked to identifiable individuals was stored. Cable One demanded and received assurances that the limitations built into the technology ensured our customers' privacy and security would be respected during the test.

- 3. In what communities, if any, has your company engaged in such practice, how were those communities chosen, and during what time periods was such practice used in each? If such practice was effectively implemented nationwide, please say so.**

The test commenced in Anniston, Alabama, on November 20, 2007, and continued for 180 calendar days. This community was chosen because of the small number of users and because it had the necessary infrastructure to support use of the technology.

- 4. How many consumers have been subject to such practice in each affected community, or nationwide?**

The system in Anniston, Alabama, serves roughly 14,000 cable modem customers.

- 5. Has your company conducted a legal analysis of the applicability of consumer privacy laws to such practice? If so, please explain what that analysis concluded.**

Yes. Cable One sought the guidance of counsel to assess the applicability of consumer privacy laws to tailored online advertising, and we believe this test was conducted in accordance with those laws.

- 6. How did your company notify consumers of such practice? Please provide a copy of the notification. If your company did not specifically or directly notify affected consumers, please explain why this was not done.**

Cable One notifies customers in several different ways about the terms governing their use of its cable service. Included among these terms is that their Internet usage may be monitored and that data about them may be used to deliver customized information. For example:

- The Acceptable Use Policy (“AUP”) governing use of Cable One’s service — to which all users consent (users are required to review and affirmatively accept the policy by checking an opt-in box) when signing up for cable modem service — makes clear that Cable One may monitor the online activity of its customers. For instance, the AUP informs customers that Cable One “reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services” and that “Cable One may collect customer traffic pattern usage through the use of traffic management software.” Attached please find a screen shot of one of the relevant sections of the AUP that subscribers are asked to affirmatively accept, as well as a full copy of the policy.
- The annual Privacy Notice sent to customers states that Cable One may collect “cable modem technical data and information about aggregate cable modem usage for service offering analysis.” It also provides that “when cable modem subscribers access the Cable One Internet portal page or other Cable One websites, Cable One, its affiliates, partners and advertisers may use various software devices to collect information to allow participation in certain online activities or to facilitate online access.”
- The privacy policy posted on the Cable One website notifies users that Cable One may partner with “affiliates, partners and advertisers” to collect anonymous information

through cookies that can be used to provide them with information about “goods and services that may be of interest.”

Through these various notices, Cable One made clear to its customers that it would monitor transmissions made over its network, collect information about customer traffic patterns, and use anonymous information about them to provide information about goods and services. Cable One also notified its customers that it may collect data of the type collected through this test when analyzing whether to offer a new service — like the service at issue here. These notices are designed to enable Cable One to best serve its customers as an Internet service provider and to encourage innovation by allowing small-scale tests on new technologies so that Cable One can assess whether they should be deployed commercially as part of the services that Cable One offers.

- 7. Please explain whether your company asked consumers to “opt in” to the use of such practice or allowed consumers who objected to “opt out.” If your company allowed consumers who objected to opt out, how did it notify consumers of their opportunity to opt out? If your company did not specifically or directly notify affected consumers of the opportunity to opt out, please explain why this was not done.**

As explained in our response above to Question 6, Cable One customers opted in to our monitoring of their Internet usage and content consistent with this third-party test when they agreed to our Acceptable Use Policy. We routinely conduct tests to improve network security, enhance the performance of our network, and determine whether to make available new service offerings. Cable One provides notice and obtains consent from customers for these types of limited network and product tests and does not offer customers an additional opportunity to opt out of these tests because doing so would stifle our ability to test new technologies that have the potential to offer significant benefits to our customers.

In contrast to a small-scale test, Cable One does not intend to deploy commercially a technology that collects user data (even if anonymous) to deliver tailored advertising without taking several additional steps beyond what the law requires. First, we would provide our customers with an updated notice that describes the service in more detail. Second, we would confirm our customers’ interest in receiving tailored advertising by obtaining additional affirmative consent from them in the form of an opt-in check box. Third, we would give customers a continuous ability to opt out of having their information used for this purpose. We would take these additional steps because we take seriously our obligations to protect our customers’ privacy.

- 8. How many consumers opted out of being subject to such practice?**

Please refer to our response to Question 7, above.

9. **Did your company conduct a legal analysis of the adequacy of any opt-out notice and mechanism employed to allow consumers to effectuate this choice? If so, please explain what that analysis concluded.**

Please refer to our response to Question 5, above.

10. **What is the status of consumer data collected as a result of such practice? Has it been destroyed or is it routinely destroyed?**

No identifiable customer data was collected through or used during the technology test. The only data maintained during the test consisted of anonymous inferences about the customer's level of qualification for a predefined set of commercial categories of interest that were derived anonymously and automatically by the technology. We have received assurances from the vendor that all such data was deleted from its system after the test ended.

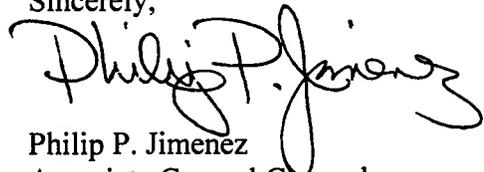
11. **Is it possible for your company to correlate data regarding consumer Internet use across a variety of services or applications you offer to tailor Internet advertising? Do you do so? If not, please indicate what steps you take to make sure such correlation does not happen. If you do engage in such correlation, please provide answers to all the preceding questions with reference to such correlation. If your previous answers already do so, it is sufficient to simply cross-reference those answers.**

No. Cable One has never collected information about its customers' Internet usage in an identifiable manner for the purpose of tailoring Internet advertising. The small-scale test described herein did not collect, use or reveal information that could be correlated with other information to serve ads online, and Cable One has no plans to link data regarding our customers' Internet usage across a variety of applications for such purpose.

* * *

Thank you for giving us the opportunity to respond to these questions. The privacy of our customers is of paramount importance, and we look forward to working with you and other stakeholders to protect the privacy of consumers online.

Sincerely,



Philip P. Jimenez
Associate General Counsel
Cable One, Inc.



High Speed Internet Registration
Agree to the Cable ONE Acceptable Use Policy below.

Standard AUP

the circumstances to preserve our rights. Although Cable One, Inc. has no obligation to monitor the Services and/or the network, Cable One, Inc. reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this policy; and/or to protect the network and CableOne.Net users. Cable One, Inc. prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way which Cable One, Inc., in their sole discretion, believe violate this Policy, Cable One, Inc. may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of reser group, post, filtering of internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Cable One, Inc. will not have any liability for any such responsive actions. The above described actions are not Cable One, Inc.'s exclusive remedies and Cable One, Inc. may take any other legal or technical action it deems appropriate. Cable One, Inc. reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on

I accept the above terms.

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Digital Cable

Cable TV

Internet

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FAQ

Commercial
Solutions

▶ Acceptable
Use Policy

Tech Support

Phone

Prices & Packages

Channel Lineup

Local Links

Payment Center

My Services

For Your Business

About Cable One

Contact Us

Internet

CableOne.Net High Speed Internet Access Service Acceptable Use Policy

Last modified: October, 2007

Important Note: Cable One, Inc. may revise this Acceptable Use Policy from time to time without notice by posting a new version of this document on the CableOne.Net Web site at <http://www.cableone.net/internet/cmaup.asp>. Accordingly, users of the CableOne.Net residential services should consult this document regularly to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this policy, the terms of this policy will govern. Questions regarding this policy can be directed to legal@cableone.net. Complaints of violations of this policy by CableOne.Net users can be directed to abuse@cableone.net.

Introduction

Cable One, provides a variety of Internet services to residences and businesses (the "Services"). The CableOne.Net residential service allows subscribers to connect to the Company's high-speed Internet connection. The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience. Use of the Services is subject to the following rules and guidelines. Each customer of CableOne.Net is responsible for ensuring that the use of all Services provided to such customer complies with this Acceptable Use Policy (the "Policy"). **ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CABLE ONE CUSTOMER SERVICE DEPARTMENT SO THAT THE USER'S ACCOUNT MAY BE CLOSED.**

Illegal Activity

The use of the Services for any activity that violates any local, state, federal or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to:

- Posting or disseminating material which is unlawful (such as child pornography or obscene material).
- Disseminating material which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
- Pyramid or other illegal soliciting schemes.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, port scanners, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus, worm or other harmful feature also is prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Cable One, Inc. recommends against enabling file or printer sharing of any sort. Cable One, Inc. recommends that any files or services you do choose to make available for remote access be protected with a strong password, personal firewall or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all federal, state and local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic or offensive, particularly for children. Cable One, Inc. will not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Service and Cable One, Inc. shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet or another service such as Cable One WebStop. Content questions or complaints should be addressed to the content provider. You are solely responsible for any information which you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Cable One, Inc. reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. Cable One, Inc. does not have any obligation to monitor transmissions made on the Services. However, Cable One, Inc. does have the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorizing Cable One, Inc. to reproduce, publish, display, transmit and distribute such content as necessary for CableOne.Net to deliver the content in a timely manner.

Electronic Mail

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to send messages to any individual who

has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource which uses the Services. You may not create an email address which is pornographic, patently offensive or misleading in the sole judgment of Cable One. Forging, altering or removing electronic mail headers is prohibited. You may not reference the CableOne.Net network (e.g. by including "Organization: CableOne.Net" in the header or by listing an IP address that belongs to the CableOne.Net network) in any unsolicited email even if that email is not sent through the CableOne.Net network. "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. The CableOne.Net network is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at the CableOne.Net network's sole discretion.

Newsgroups

Messages posted to newsgroups must comply with the written charters or FAQ's for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQ's explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. Cable One, Inc. reserves the right to discontinue access to any Usenet newsgroup at any time for any reason. You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties. The Usenet news service included with a CableOne.Net residential/commercial service account is provided for interactive use by the subscriber, using a commonly-available NNTP client such as Microsoft Internet Explorer. Non-interactive clients which download Usenet articles in bulk are prohibited.

Internet Relay Chat

The Services may be used to participate in "chat" discussions. These discussions may be hosted by Cable One, Inc. network servers, by third party servers, or may not involve any servers at all. In all cases, the CableOne.Net network does not normally monitor the contents of the discussion and is not liable for the contents of any communications made via Internet chat. The services may not be used to perform chat "flooding." Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text. Any computer or other device connected through the Services may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device. The Services may not be used to send messages which disrupt another Internet user's equipment, including software, hardware, and user display. The Services may not be used to access any chat server in violation of the acceptable use policy of that server. The Services may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges which have not been authorized. A customer may not use the Services to connect to chat servers or channels from which they have been

previously banned. The Services may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages. Forging, altering, or obscuring your identity (other than using a nickname from which Cable One, Inc. could if necessary determine your real name) while participating in chat sessions is forbidden.

Web Space

As part of the Services, Cable One, Inc. provides storage space and access for web pages through its Personal Web Space service. You are solely responsible for any information that you publish on your Personal Web Space. You must ensure that the intended recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Cable One, Inc. reserves the right to remove or refuse to post any information or materials, in whole or in part, that they, in their sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Cable One, Inc. will not routinely monitor the contents of your Web Space; however, Cable One, Inc. does have the right to monitor such and if complaints are received regarding language, content or graphics contained on your web pages, Cable One, Inc. may remove the web page hosted on Cable One, Inc. servers and terminate your Personal Web Space service if Cable One, Inc. determines that you have violated the terms of the AUP.

Bandwidth, Data Storage and Other Limitations

The Cable One network is designed for typical usage by a computer user seated at his or her keyboard. Computer activity resulting in excessive or sustained bandwidth consumption such as from unattended computer activity may burden the network and such usage may be restricted. It is therefore essential that you comply with the current bandwidth, data throughput, file storage and other limitations on the Services. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of Cable One, Inc.) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Cable One, Inc.'s ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services. Cable One provisions all customers with up to at least **Standard Speeds** or higher. Nearly all customers will experience **Extended Speeds** and remain provisioned at that level. Customers who exceed **threshold limits** remain at Standard speeds during the enforcement period. The enforcement period begins mid-afternoon and continues until approximately midnight. For example: A "Residential" customer getting extended speeds who consumes 1,347 MB of download bandwidth during the measurement period will automatically change provisioning to Standard Speeds until midnight of that day. Cable One may, without notice, modify the speed, interrupt, or prohibit such data traffic. We also collect data on customer traffic pattern usage through the use of traffic management software. The analysis is provided as broad categories of usage and enables Cable One to modify, when necessary, the amount of bandwidth you have available for any general category of use if, in Cable One's sole judgment, your bandwidth consumption is excessive generally or in any particular category. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Cable One, Inc.'s ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services. Cable One residential or commercial customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the prior written consent of Cable One, Inc. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide email or news service, send a news feed or redistribute Cable One Internet service via wireless network. The CableOne.Net residential service offering is a consumer product designed for your personal use of the Internet. For example, the service does not provide the type of

security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the CableOne.Net residential service, nor may you provide network services to others via the CableOne.Net residential service. The CableOne.Net residential service includes personal Web Space accounts for publishing personal Web pages. Examples of prohibited uses include, but are not limited to, running servers for mail (pop3 & smtp), http, https, ftp, irc, dhcp and multi-user interactive forums. For information about commercial Internet pricing, please see <http://www.cableone.net/internet>

Violation of Acceptable Use Policy

Cable One, Inc. does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Services. If we receive notice under the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, that you have allegedly infringed the intellectual property rights of a third party, we retain the right to take down or disable access to the allegedly infringing material. It is our policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. We also will take such other action as appropriate under the circumstances to preserve our rights. Although Cable One, Inc. has no obligation to monitor the Services and/or the network, Cable One, Inc. reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this Policy; and/or to protect the network and CableOne.Net users. Cable One, Inc. prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way which Cable One, Inc., in their sole discretion, believe violate this Policy, Cable One, Inc. may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Cable One, Inc. will not have any liability for any such responsive actions. The above described actions are not Cable One, Inc.'s exclusive remedies and Cable One, Inc. may take any other legal or technical action it deems appropriate. Cable One, Inc. reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Cable One, Inc.'s servers and network. During an investigation, Cable One, Inc. may suspend the account or accounts involved and/or remove material which potentially violates this Policy. You hereby authorize Cable One, Inc. to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Cable One, Inc. providing the username, IP address, or other identifying information about a subscriber. Upon termination of an account, Cable One, Inc. is authorized to delete any files, programs, data and email messages associated with such account. The failure of Cable One, Inc. to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Arizona.

Cable Modems

In order to maintain DOCSIS certification and that all customer premise equipment (cable modem) are functioning to the specifications set by Cable Labs, Cable One, Inc. reserves the right to upgrade, via software download and without subscriber notification, all cable modems currently connected to its HFC (hybrid fiber coax) network.

Limitations of Liability

Cable One, Inc. will make reasonable efforts to provide customer with uninterrupted

and error-free service. Nonetheless, there are numerous factors that could affect the Service. Temporary interruptions of the Service may occur as normal events in the provision of the Service. Cable One reserves the right to interrupt the Service usually between the hours of 1am to 5am (MST or Local) for maintenance purposes. Also understand that Cable One, Inc. has no control over the networks, facilities or services of third parties and that delays and disruptions involving them are completely beyond Cable One, Inc.'s control. As to Cable One's own equipment and software, failure may occur without warning due to causes ranging from our own errors to malicious attack. If you have requirements that substantially exceed the average consumer's bandwidth use or if continuous Internet access is the basis of your livelihood, you should purchase an alternate, backup connection. While Cable One employs virus and spam checking software, the speed of new virus and spam creation is such that Cable One does not represent or warrant that traffic on its network will be virus or spam free. In light of that, your use of the Service is at your own risk and the Service is provided without warranty or guarantee of any kind either express or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Cable One, its parent company and affiliates will not be liable for any interruptions in service or failure to perform or partial performance that results in corrupted transmissions and will not be responsible for consequential damages of any sort. In any event, Cable One's liability to you for all potential claims will not exceed the total amount of service fees paid during the preceding three months. As to consumer customers, some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you. Nothing in this Agreement gives you any interest, title or license in the user ID, electronic mail address or IP address that is used in conjunction with the Service.

Miscellaneous Provisions

Cable One, Inc. will make reasonable efforts to provide customer with continuous, uninterrupted, expedient and error-free Service. Nonetheless, understand that temporary interruptions of the Service may occur as normal events in the provision of the Service. Cable One reserves the right to interrupt Internet service between the hours of 2am to 5am (MST) for maintenance purposes. Also understand that Cable One, Inc. has no control over the networks, facilities or services of third parties and that delays and disruptions involving them are completely beyond Cable One, Inc.'s control. This Policy does not give you any interest, title or license in the user ID, electronic mail address or IP address that is used in conjunction with the Service.

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